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DK W BK 653 PG 773
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by Charity R. Bridgewater.
Johnson & Freedman, LLC
1587 NORTHEAST EXPRESSWAY
ATLANTA, GA 30329
(770) 234-9118

Return To: Prommis Solutions, LLC
Foreclosure Team 13
1544 Old Alabama Road
Roswell, GA 30076

Cross Reference: Mortgage Book 3065, Page 548 DeSoto County, MS Records

Grantor: Stephen M. Weathers aka Steve M. Weathers as the Administrator of the Estate of Bryan Weathers
9018 Erie Cove
Olive Branch, MS 38654
Phone: 866-265-6459 NA

Grantee: Chase Home Finance, LLC
3415 Vision Drive
Columbus, OH 43219
Phone: 866-265-6459

ESTOPPEL AFFIDAVIT

STATE OF MS

COUNTY OF DESOTO

Personally appeared before me, the undersigned attesting officer, Stephen M. Weathers aka Steve M. Weathers as the Administrator of the Estate of Bryan Weathers, deceased, who on oath, deposes and states that he/she is the owner of that certain real property, being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF BY REFERENCE

WHEREAS, Bryan Weathers obtained title described herein referenced property via the certain Warranty Deed recorded at Book 613, Page 722 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

WHEREAS, Bryan Weathers died on October 18, 2009 intestate. The attached death certificate is evidence as Exhibit "B."

WHEREAS, Letters of Administration were filed in Chancery Court of DeSoto County in Cause No. 09-11-2329. It was duly ordered on November 5, 2009 that Stephen M. Weathers aka Steve M. Weathers would be the Administrator of the estate of Bryan Jay Weathers. The evidence of such Order is attached as Exhibit "C."

Deponent further states that the above-described property is the same as that securing a debt evidenced by a Note and Deed of Trust dated July 22, 2009, given by Bryan Weathers to Magna Bank, a Federal Savings Bank, said Deed of Trust having been recorded in Record Book 3065, Page 548, at the Office of the Chancery Clerk of DeSoto County, Mississippi.

Deponent further states that Chase Home Finance, LLC, is the Grantee of a Deed in Lieu of Foreclosure conveying the aforesaid property.

Deponent further states that all the improvements on said property are contained within the boundaries of said described property; that there have been no violations of any restrictions which may have been imposed on said property; nor has Deponent sold or conveyed any of his or her interest in said property to any other person or persons, nor have any detrimental changes been made or any waste then committed as regards to said property.

Deponent further states that there are no suits, judgments, bankruptcies, or other proceedings filed by Deponent in any court, which said actions could in any way affect the title to said property or constitute a lien thereon; and that Deponent is not surety on the bond of any county official or any other bond that, through default of the principal therein, a lien would be created superior to any conveyance executed by Deponent; nor are there any loan deeds, trust deeds, mortgages or liens of any nature whatsoever which remain unsatisfied against said property, except as disclosed herein.

Deponent further states that there are no unpaid bills of any nature for the services of any architect, engineer, surveyor, or workman; nor for labor or materials for any recent improvements that may have been placed on said property, either in the construction or repair of any of the improvements thereon except as disclosed herein, and that there are no fixtures now installed in any buildings or improvements on said property that have not been paid for in full.

Deponent further states that any and all work done or materials furnished for improvement of said property has been paid for at the agreed price or reasonable value.

Deponent further states that there are no liens for past due taxes of any kind, including but not limited to, assessments for paving, sidewalk, curbing, garbage service, sewer, or any other street improvements of any kind against said property of Deponent; nor are there any unpaid liens or assessments by any homeowners' or condominium association, except as described herein:

NONE

Deponent further states that the following are the only liens against said property other than the Deed of Trust described above, to wit:

NONE

Deponent further states that any Deed in Lieu of Foreclosure conveying the property described herein is being made by Deponent as a result of Deponent's request that the Grantee accept such Deed in the extinguishment of the debt and that said conveyance is made by free and voluntary act; that, at the time of the execution of said deed, Deponent believed and still believes that the mortgage indebtedness recited in said Deed in Lieu of Foreclosure represents the fair value of the property so conveyed and that said Deed was not given as a preference against any other creditor of Deponent; Deponent further states that, at the time said Deed was given, there was no other person, firm, or corporation, other than the Grantee of said Deed and/or its successors and assigns, with any interest, either directly or indirectly in said property; Deponent further states that Deponent has no other creditors whose rights would be prejudiced by said conveyance; that Deponent, in offering to execute the aforesaid Deed in Lieu of Foreclosure to the Grantee therein, and, in executing same, is not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee therein or its agents or attorneys at law, and that it was and is the intention of this Deponent, as Grantor in said Deed in Lieu of Foreclosure, to convey therein, all Deponent's right, title and interest absolutely in and to the property described therein.

Deponent further understands that the mere execution of said Deed in Lieu of Foreclosure does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the Deed in Lieu of Foreclosure has been filed for record in the Chancery Court of De Soto County, Mississippi, in which county said property is situated, at which time full legal and equitable title shall vest in the Grantee; Deponent further states that it is his/her representation, warranty and intention of Deponent, that the Grantee shall take unencumbered title, and therefore, the vesting of the title shall not operate to affect such a merger of interest as to extinguish a mortgage lien, as such

extinguishment might serve to promote the priority of any subordinate interests, which may be outstanding at the vesting of title.

Deponent further states that Deponent understands that the receipt of Grantee of the Deed in Lieu of Foreclosure does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as Deponent surrenders full and complete possession of said property being unchanged in any way, as previously stated, provided however, Deponent states his/her complete understanding that said Deed in Lieu of Foreclosure shall be of no force and effect whatsoever until possession, as aforesaid, is surrendered absolutely and completely to the Grantee of said Deed in Lieu of Foreclosure.

This Affidavit is made for the protection and benefit of the aforesaid Grantee as nominee for its successors and/or assigns, and all other parties hereafter dealing with, or who may acquire, any interest in the property as described in aforesaid Deed in Lieu of Foreclosure, as well as for the attorneys at law certifying title to said property and by title insurance companies insuring title to said property, and shall bind the respective heirs, executors, administrators, representatives and/or assigns of the undersigned.

*Stephen M. Weathers aka Steve M. Weathers
as the Admin of the Estate of*

Bryan Weathers

DEPONENT

Stephen M. Weathers aka Steve M. Weathers
as the Administrator of the Estate of Bryan
Weathers

File 862.1006164MS

STATE OF MS

COUNTY OF DESOTO

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Stephen M. Weathers aka Steve M. Weathers as the Administrator of the Estate of Bryan Weathers whose name is signed to the foregoing instrument and who is known to me, who acknowledged before me this date that being informed of the contents thereof, they executed the same voluntarily on the date the same bears date.

Given under my hand and seal on this the 6TH day of
JANUARY 20 11

Courtney Lynch
NOTARY PUBLIC
My Commission expires: 10/10/14



EXHIBIT "A"

Lot 169, Section "D", The Plantation, Phase 2, Plantation Lakes, City of Olive Branch, DeSoto County, Mississippi, located in Section 22, Township 1 South, Range 6 West, as recorded in Plat Book 52, Page 23, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Exhibit "B"

DK W BK 653 PG 779

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH
VITAL RECORDS

9236440

FILING
DATE

NOV 05 2009

CERTIFICATE OF DEATH
STATE OF MISSISSIPPISTATE FILE
NUMBER

123-2009-022049

1. NAME First: Bryan Middle: Jay Last: Weathers			2. SEX Male	3a. HOUR OF DEATH unknown	3b. DATE OF DEATH (Month, Day, Year) October 18, 2009
4. RACE (Specify White, Black, American Indian, etc.) White		5a. AGE AT LAST BIRTHDAY 46 Years	6. DATE OF BIRTH (Month, Day, Year) April 29, 1963		7. STATE OF BIRTH Tennessee
8. PLACE OF DEATH (Check only one box) <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA		9. FACILITY NAME (If not a facility, give street address, route number, or other location) 9018 Erie Cove			
10. DECEDENT'S EDUCATION (Specify only highest grade completed) High School (10-12)		11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Divorced		12. SURVIVING SPOUSE (If wife, give maiden name) None	
13. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) No		14. USUAL OCCUPATION (Kind of work done, most of working life) Printer		15. KIND OF BUSINESS OR INDUSTRY CCL Labeling	
16. RESIDENCE - STATE Mississippi		17a. COUNTY DeSoto		17b. STREET AND NUMBER OR RURAL LOCATION 9018 Erie Cove	
18. FATHER - NAME (Type or print) Bobby Weathers		19. MOTHER - NAME (Type or print) Helen Jarrett		20. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 1915 Yorkhaven, Horn Lake, Mississippi 38637	
21a. DISPOSITION OF BODY (Specify Burial, Cremation, Removal, etc.) Burial		21b. CEMETERY/CREMATORY - NAME Twin Oaks Memorial Gardens		21c. LOCATION (City and State) Southaven, Mississippi	
22a. FUNERAL HOME - NAME Twin Oaks Funeral Home		22b. FUNERAL HOME LICENSE NUMBER FE-429		22c. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 290 Goodman Road East, Southaven, Mississippi 38671	
23a. PERSON WHO PRONOUNCED DEATH - NAME AND TITLE (Type or print) Bill Baldwin, DCMEI		23b. PRONOUNCED DEAD (Month, Day, Year) October 19, 2009		23c. PRONOUNCED DEAD (Hour) AT 4:15 pm	
24a. CERTIFIER - NAME (Type or print) Jeffery Pounders		24b. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 4942 Pounders Road, Nesbit, Mississippi 38651			
25a. To the best of my knowledge, death occurred due to the cause(s) and manner as stated: Drug Overdose		25b. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated: Drug Overdose			
25c. DATE SIGNED (Month, Day, Year) October 25, 2009		25d. STATE LICENSE NUMBER DeSoto CMEI			
25e. NAME OF ATTENDING PHYSICIAN (Type or print) Jeffery Pounders		25f. DATE SIGNED (Month, Day, Year) October 25, 2009			
26. PART I - Enter the chain of events, diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, shock, or brain failure without showing the etiology. List only one cause on each line. DO NOT USE ABBREVIATIONS.					
27. PART II - OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I.					
28. IF FEMALE, SPECIFY: <input type="checkbox"/> Was not pregnant within the past year <input type="checkbox"/> Was pregnant at the time of death <input type="checkbox"/> Not pregnant, but had been pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year					
29. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No) yes					
30. IF ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify) suicide					
31a. DATE OF INJURY (Month, Day, Year) 10-18-09					
31b. HOUR OF INJURY unknown					
31c. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED self-induced					
31d. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.) home					
31e. LOCATION (Street or route number, City or town, State) 9018 Erie Cove, Olive Branch, MS					

Mississippi State Department of Health

Revised 1-4-08

Form 511

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE

NOV-9 2009

Judy Moulder
STATE REGISTRAR

WARNING: A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SEAL OF THE MISSISSIPPI STATE BOARD OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT FIRST HOLDING TO LIGHT TO VERIFY WATERMARK.

LETTERS OF ADMINISTRATION

STATE OF MISSISSIPPI,

CAUSE NO. 09-11-2329

DESOTO COUNTY

BY THE CHANCERY COURT OF SAID COUNTY:

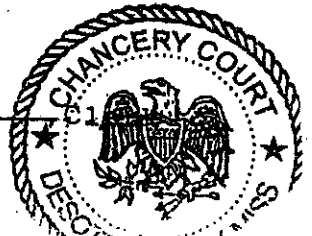
WHEREAS, Bryan Jay Weathers deceased, late of said county, died Intestate, as we are informed, having whilst he lived, and at the time of his death, divers goods and chattels, rights and credits, within this state; and we desiring that the said goods and chattels, rights and credits, may be well and truly administered, converted, and disposed of, do hereby grant unto Stephen M. Weathers a/k/a Steve M. Weathers full power, by the tenor of these presents, to administer the goods and chattels, rights and credits, which to the said deceased in his lifetime, and at the time of his death, did belong; to ask, levy, recover, and receive the same, and pay the debts in which the deceased stood bound, so far as the goods, chattels, rights, credits, lands, tenements, and hereditaments of the said deceased will extend, according to their rate and the order of the law; to make a true and perfect inventory of said goods and chattels, rights and credits, and the same to exhibit in the office of the clerk of this court, at or before the expiration of 90 days from the date, hereof, and to render a just account of the said administration when thereunto legally required; and the said Stephen M. Weathers a/k/a Steve M. Weathers hereby ordained administrator of all and singular the goods and chattels, rights and credits, of the said deceased.

WITNESS THE HONORABLE Vicki B. Cobb, Chancellor of the 3rd District, this 5th day of November, 2009 and the seal of said court hereunto attached.

FILED

NOV 05 2009

W F DAVIS CLERK

W F DavisBy: R. Ramsey PC.

IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI
ESTATE OF BRYAN JAY WEATHERS, DECEASED

PETITION FOR APPOINTMENT OF ADMINISTRATOR

TO THE HONORABLE CHANCELLOR OF
THE CHANCERY COURT OF DESOTO
COUNTY, MISSISSIPPI

COMES NOW, STEPHEN M. WEATHERS, (HEREINAFTER REFERRED TO
AS STEVE M. WEATHERS) residing at 7522 Greenbrook Pkwy, Southaven,
Mississippi, 38671 and respectfully shows unto the Court:

That BRYAN JAY WEATHERS, 4 6 years of age died on or about October
18, 2009 at Southaven, MS 38671 and that 9018 Erie Cove, Olive Branch, DeSoto
County, Mississippi was his residence at the date of his death.

That after diligent search of the decedent's records that Petitioner believes that
said decedent left no Last Will and Testament;

That decedent is survived by his brother your Petitioner, STEVE M. WEATHERS
and his mother and father Helen and Bobby Weathers of Horn Lake and one other
brother, Robert Weathers of Southaven and two sisters Leigh Ann Wright of Horn Lake
and Vicki Woods of Southaven.

That Petitioner is fit and proper to be Administrator of the estate.

That Petitioner requests that the Court appoint her as Administrator of the Estate
of BRYAN JAY WEATHERS, deceased, and Petitioner requests that pursuant to

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W E DAVIS, CLERK

Mississippi Code Section 91-7-67 that no bond be required because the main asset of the estate is a house whose mortgage is close to the value of the real property.

WHEREFORE, PREMISES CONSIDERED, PETITIONER PRAYS:

That Petitioner, STEPHEN M. WEATHERS be appointed Administrator of the Estate of BRYAN JAY WEATHERS, deceased to serve without bond and that clerk of the Court issue Letters of Administration to BRYAN JAY WEATHERS upon his taking the oath required by law.

Stephen M. Weathers
STEPHEN M. WEATHERS

J. Walker Sims
J. Walker Sims
Martin, Tate, Morrow & Marston, P.C.
5699 Getwell Road
Bldg. E, Suite 1
Southaven, MS 38672
(662) 772-5831

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Stephen M. Weathers makes oath that she has read the foregoing Petition and knows the content thereof, and that the same is true of her own knowledge; except as to matters stated to be on information and belief, and those matters she believes to be true.

Steve M. Weathers
STEVE M. ~~WEATHERS~~ WEATHERS

Subscribe and sworn to before me this the 4th day of November, 2009.

M. E. Davis

NOTARY PUBLIC CHANCERY CLERK
by: H. H. H. D.C.

IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI

ESTATE OF

BRYAN JAY WEATHERS,

NO. 09-11-2329

DECEASED.

DECREE APPOINTING ADMINISTRATOR

This cause came on to be heard upon the verified Petition of STEPHEN M. WEATHERS (HEREINAFTER REFERRED TO AS STEVE M. WEATHERS) residing at 7522 Greenbrook Parkway, ^{Southaven, Mississippi 38671} the Petitioner, upon the testimony of the Petitioner, STEVE M. WEATHERS, from all of which it does appear to the satisfaction of the Court:

That after diligent search of the decedent's records that Petitioner believes that said decedent left no Last Will and Testament;

That decedent is survived by his brother your Petitioner, STEVE M. WEATHERS and his mother and father Helen and Bobby Weathers of Horn Lake and one other brother, Robert Weathers of Southaven and two sisters Leigh Ann Wright of Horn Lake and Vicki Woods of Southaven.

That Petitioner is fit and proper to be Administrator of the estate.

That Petitioner requests that the Court appoint ^{her} as Administrator of the Estate of BRYAN JAY WEATHERS, deceased, and Petitioner requests that pursuant to Mississippi Code Section 91-7-67 that no bond be required because the main asset of the estate is a house whose mortgage is close to the value of the real property.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED:

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NOV 05 2009
W E DAVIS, CLERK

That STEPHEN M. WEATHERS is hereby appointed Administrator of the Estate of BRYAN JAY WEATHERS, deceased, to serve without bond and that clerk of the Court issue Letters of Administration to STEPHEN M. ROBERTS upon her taking the oath required by law.

SO ORDERED, ADJUDGED AND DECREED THIS 5th DAY OF November, 2009.

Vicki B. Cobb
JUDGE

[Signature]
J. Walker Sims #6815 (MS)
Martin, Tate, Morrow & Marston, PC
5699 Getwell Road
Bldg. E, Suite 1
Southaven, MS 38672
(662) 772-5831

Attorney for Petitioner



STATE OF MISSISSIPPI, COUNTY OF DESOTO
I HEREBY CERTIFY that the above and foregoing is
a true copy of the original filed in this office.
This the 5th day of November, 2009
W.E. Davis, Clerk of the chancery court
[Signature]